

1 Timothy P. Harris, Pro Se'  
 2 4005 Cherokee Rose Ave.  
 3 North Las Vegas, NV. 89031  
 4 702-371-3658  
 5 Extremeps1@cox.net  
 6

2010 NOV 17 P 2:17

7 **IN THE UNITED STATES DISTRICT COURT**  
 8 **FOR THE DISTRICT OF NEVADA**

Timothy P. Harris, Pro Se'  
 Plaintiff

Case No: 2:10-cv-01662-GMN-LRL

V.

**Civil Rights Violation Complaint**  
**Trial By Jury Demanded**

AMERICAN GENERAL FINANCIAL  
 SERVICES OF AMERICA, INC.  
 Defendant

9 **RESPONSE TO MOTION TO STAY DISCOVERY**

10 **I. Background**

11  
 12 The Plaintiff, Timothy Harris (hereinafter referred to as Consumer) filed a  
 13 suit against Defendant American General Financial Services of America, a Credit  
 14 Lender/Information Provider to the Credit Reporting Agencies (hereinafter referred  
 15 to as CRA's), on or about the 27<sup>th</sup> of September, 2010. This suit is based on  
 16 violations of the Fair Credit Reporting Act (hereinafter referred to as FCRA) 15  
 17 USC §1681, *et seq* and the Telephone Consumers Protection Act (hereinafter  
 18 referred to as TCPA) 47 U.S.C. § 227. This case is about whether or not  
 19 Defendant/Information Provider violated the Consumer's civil rights when an  
 20 alleged account was disputed with both Defendant/Information Provider and the  
 21 CRA's. Did Defendant/Information Provider actually mark the Consumers alleged  
 22 account in dispute? Did Defendant/Information Provider perform an investigation  
 23 into this alleged account that had been disputed by the Consumer? Was  
 24 Defendant/Information Provider reporting false and erroneous information on the  
 25 Consumer? Did Defendant/Information Provider inappropriately call the

26 Consumer on his cellular phone twenty three times in one month with or without  
27 automated callers or human people? These are the questions that pertain to the  
28 facts of the case and whether or not the Consumer's civil rights have been violated  
29 or not. **Please see Plaintiff's attached Affidavit of Facts.**

30 The Defendant/Information Provider would have you believe that there are  
31 alleged monies involved, alleged monies owed, alleged accounts, and or alleged  
32 judgments. Consumer will again put out for judicial notice that the ONLY matters  
33 before this court are whether or not the Consumer's civil rights have been violated.  
34 The Defendant/Information Provider continues to bring matters before this court  
35 that are not on record and have no bearing on this case whatsoever and is trying to  
36 DIVERT and MIS-LEAD the court away from the facts of the case.

37 On or about June 1<sup>st</sup> 2010 the Consumer requested copies of his credit report  
38 from the three national CRA's. Consumer noticed that the Defendant/Information  
39 Provider was reporting false information on his reports. The Consumer sent letters  
40 of dispute to the Defendant/Information Provider and all three CRA's via United  
41 States Certified Mail with return receipt. **Please see Plaintiff's attached Affidavit**  
42 **of Facts.**

43 The Consumer then received copies of his credit report from the credit  
44 reporting agencies indicating that they, the CRA's, are reporting correctly as  
45 reported by the Defendant/Information Provider even though the Consumer's  
46 reports have not been marked in dispute. **Please see Plaintiff's attached**  
47 **Affidavit of Facts.** This fact alone gives the Consumer the right for this action  
48 under the FCRA.

49 The Defendant/Information Provider has continued to exist in the  
50 Consumer's credit report without marking the alleged account in dispute and so  
51 now the Defendant/Information provider is reporting false and erroneous  
52 information on the Consumer thus giving more cause for this action. The

53 Defendant/Information Provider has now damaged the Consumer in that, the  
54 Consumer can no longer get credit or get credit at reasonable rates due to the  
55 inaccuracies on the CRA's reports.

56 The Defendant/Information Provider called the Consumer twenty three times  
57 in one month. Since there has not been any permissible permission shown for  
58 these calls and since they have been made to the Consumer's cellular phone, they  
59 have cost the Consumer money in the terms of minutes used up on the Consumer's  
60 cellular plan which has a finite amount of time allowed in the plan. The  
61 Defendant/Information Provider would have you believe that these are not  
62 automated calls being made. Without being allowed to go to discovery to be able  
63 to verify, the court will never know the truth to these facts. Even if it is found out  
64 that the Defendant/Information Provider used humans for these calls...how would  
65 a jury feel and determine about the Harassment and Dunning performed by the  
66 Defendant/Information Provider without there being a permissible purpose. The  
67 plain language of the TCPA is there for explicitly this reason...to protect the  
68 Consumer and his rights.

## 69 II. Argument

70 First, Defendant's/Information Provider's motions to dismiss are  
71 wholly without merit, as Consumer demonstrated in its response to the motion.  
72 Second, even if there were some validity to the motions to dismiss (which there is  
73 not), it is certainly not "immediate and clear" that those motions to dismiss will  
74 result in the dismissal with prejudice of every claim that Consumer has established.  
75 As such, a stay in discovery will only serve to delay the progress of the lawsuit and  
76 prejudice the Consumer.

77 On a motion to stay, the moving party bears the burden of showing good  
78 cause and reasonableness. *Simpson v. Specialty Retail Concepts, Inc.*, 121 F.R.D.  
79 261, 263 (M.D.N.C.1988). Motions for a protective order which seek to prohibit

80 or delay discovery are not favored. *Kron Med. Corp. v. Groth*, 119 F.R.D. 636,  
81 637 (M.D.N.C. 1988) (citing *Medlin v. Andrew*, 113 F.R.D. 650, 652-53  
82 (M.D.N.C. 1987)). This Court should deny Defendant's/Information Provider's  
83 Motions to Stay Discovery because: (1) the likelihood that the pending motions  
84 will dispose of the entire case is very small, and (2) a delay in discovery will  
85 prejudice Consumer.

86 A stay is inappropriate because it is not likely that the  
87 Defendant's/Information Provider's motion to dismiss will dispose of the entire  
88 case or even part of the case. Counsel for the Defendant/Information Provider says  
89 in his case law that "...a magistrate has broad discretion to stay discovery pending  
90 decision on a dispositive motion." While this may be true based on that case, see  
91 *Bocciolone v. Solowsky*, No. 08-20200-CIV, 2008 WL 2906719, \*1 (S.D. Fla. July  
92 24, 2008) (stating that "courts have consistently rejected any per se requirement to  
93 stay discovery pending resolution of a dispositive motion"). In addition, "a request  
94 to stay all discoveries pending resolution of a motion is rarely appropriate where  
95 resolution of the motion will not dispose of the entire case." *Simpson*, 121 F.R.D.  
96 at 263.

97 When the court is making the decision on whether or not a stay of discovery  
98 should be allowed pending the outcome on a motion to dismiss. A case-by-case  
99 analysis is required, since such an inquiry is necessarily fact specific and depends  
100 on particular circumstances and postures of each case. *United States v. A.T.*  
101 *Massey Coal Co.*, No. 2:07-0299, 2007 U.S. Dist. LEXIS 77501, \*6 (S.D. W. Va.  
102 October 18, 2007). "The Court inevitably must balance the harm produced by a  
103 delay in discovery against the possibility that the motion will be granted and  
104 entirely eliminate the need for such discovery." *Simpson*, 121 F.R.D. at 261. As  
105 such, it is "helpful to take a preliminary peek at the merits of the allegedly  
106 dispositive motion to see if on its face there appears to be an immediate

107 and clear possibility that it will be granted.” Id. (emphasis added) (denying the  
108 Defendant’s/Information Provider’s motion for a protective order staying all  
109 discovery pending the ruling on their motions to dismiss the complaint because the  
110 court “did not perceive an immediate and clear possibility that the motion to  
111 dismiss will be granted and that this will terminate the action”.) There is a greater  
112 likelihood that the current action will move forward in litigation and that discovery  
113 will be necessary to resolve the dispute. A stay in this case is not appropriate and  
114 would only delay the progress of this action.

115       The Court should not stay discovery because it will prejudice the plaintiff by  
116 creating an unnecessary delay in the resolution of the Plaintiff’s case. Courts do  
117 not ordinarily “favor staying discovery pending resolution of dispositive motions  
118 or motions to dismiss because of the delay such a stay may occasion in obtaining a  
119 timely resolution of the matter.” Hall v. Witteman, No. 07-4128-SAC, 2008 WL  
120 1743439, 2 (D.Kan. April 14, 2008); see also Simpson, 121 F.R.D. at 263 (same)  
121 (citing Kron, 119 F.R.D. at 636). The United States District Court in the Middle  
122 District of North Carolina said, “Disruption or prolongation of the discovery  
123 schedule is normally in no one’s interest. A stay of discovery duplicates costs  
124 because counsel must reacquaint themselves with the case once the stay is  
125 lifted. Matters of importance may be mislaid or avenues unexplored. A case  
126 becomes more of a management problem to the Court when it leaves the normal  
127 trial track. While time may heal some disputes, in others it merely permits more  
128 opportunity for festering.” Also a request to stay discovery pending resolution of a  
129 motion to dismiss should be denied where resolution of the pending motion, even  
130 if valid as to each claim, is not necessarily dispositive because the pleading easily  
131 may be amended to correct the alleged pleading deficiencies see Howard v. Galesi,  
132 107 F.R.D. 348, 352 (S.D.N.Y. 1985.)

Kron, 119 F.R.D. at 638 (refusing to grant a stay of discovery even though discovery was not relevant to the motion before the court). Further, courts need to “remain mindful of their responsibility to expedite discovery and minimize delay.” Id. at 637; see also Baron Fin. Corp. v. Natanzon, 240 F.R.D. 200, 203 (D. Md. 2006) (quoting Hachette Distrib., Inc. v. Hudson County News, Co. 136 F.R.D. 356 (E.D.N.Y. 1991) (stating that a stay of discovery may be improper where the court determines that granting it “would not serve the interest of the just and speedy administration of a lawsuit”). If a stay were granted while waiting for determination of the motion to dismiss, it would necessarily prejudice the Consumer in this case.


In addition, the motions to dismiss in this case are not of the type and kind in which it is immediate and clear from the face of the Complaint that Defendant’s/Information Provider’s motions will be granted. More than likely, the Defendant’s/Information Provider’s motions will not be granted and the case will continue beyond this motion to dismiss stage. As such, a stay of all discovery will not limit costs, as the Defendant/Information Provider contend, but will only serve to delay and extend the inevitable progress of the current action. Defendant/Information Provider has failed to meet their burden of showing good cause and reasonableness. Consumer has a right to have its case proceed forward without being prejudiced by the unnecessary delay that a stay of all discovery would create.

### **III. Conclusion**

Based on everything that has been shown to the court in the foregoing and on the fact that Defendant’s/Information Provider’s counsel is continually trying to DIVERT and MISLEAD the court away from the facts of the case by bringing up irrelevant, immaterial, impertinent, and scandalous information about alleged loans

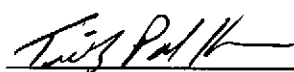
159 and judgments, the Plaintiff/Consumer now moves this court to deny  
160 Defendant's/Information Provider's Motion To Stay Discovery.  
161  
162  
163

164 Respectfully submitted this 17<sup>th</sup> day of September, 2010.  
165  
166

167   
168 Timothy P. Harris  
169 4005 Cherokee Rose Ave.  
170 North Las Vegas, NV. 89031  
171 702-371-3658  
172 [extremeps1@cox.net](mailto:extremeps1@cox.net)  
173

174  
175 **CERTIFICATE OF SERVICE**  
176

177 I, the Plaintiff, Timothy Harris, does hereby certify that a copy of this Reply To  
178 Defendant's Motion To Stay Discovery was sent to the Defendant American  
179 General Financial Services Of America, Inc. through their attorney of record David  
180 W. Dachelet, Esq., Nevada Bar No. 6615, 300 South Fourth Street, Suite 1400, Las  
181 Vegas, Nevada 89101 for the purpose of satisfying the requirement for Notice and  
182 Service and was sent via the United States Postal Service pursuant to Federal Rules  
183 of Civil Procedure 4 (c) (2) (c) (i). This will also be available to any and all  
184 PACER ECF participants and will serve as Notice and Service.  
185

186  
187   
188 Timothy P. Harris  
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190 North Las Vegas, NV. 89031  
191 702-371-3658  
192 [extremeps1@cox.net](mailto:extremeps1@cox.net)  
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7 **IN THE UNITED STATES DISTRICT COURT**  
8 **FOR THE DISTRICT OF NEVADA**

Timothy P. Harris, Pro Se'  
Plaintiff

)  
)  
) Case No: 2:10-cv-01662-GMN-LRL

V.

) **Civil Rights Violation Complaint**  
) **Trial By Jury Demanded**

AMERICAN GENERAL FINANCIAL  
SERVICES, LLC  
Defendant

9 **AFFIDAVIT OF FACTS IN SUPPORT OF RESPONSE TO DEFENDANT'S**  
10 **MOTION TO STAY**  
11

12 The following is the true and correct statement of Plaintiff, Timothy Harris,  
13 on and for the record. This statement is made to the best of his knowledge. The  
14 specifics of this case are as follows:

- 15
- 16 1. On or about June 1<sup>st</sup>, 2010, Plaintiff, a Consumer according to the  
17 definitions of the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq. noticed  
18 that the Defendant, a Creditor/Information Provider according to the  
19 definitions of the Fair Credit Reporting Act 15 U.S.C. § 1681 et seq. was  
20 existing in the Plaintiff's credit report files with inaccurate information.
  - 21 2. The Plaintiff contacted the Defendant by United States Postal Service  
22 Certified Mail Return Receipt # 7009 3410 0001 0346 7841 on or about June  
23 17, 2010 disputing the information in the Plaintiff's credit report. The  
24 Defendant received this letter on June 20<sup>th</sup>, 2010. No reply was received  
25 from the Defendant. **See Exhibit A**



- 26 3. The Plaintiff contacted Trans Union and disputed the erroneous and  
27 inaccurate information via US Cert. Mail # 7009 3410 0001 0346 8060 on  
28 June 21, 2010. Trans Union received this letter on June 24<sup>th</sup>, 2010. **See**  
29 **Exhibit A**
- 30 4. The Plaintiff contacted Experian and disputed the erroneous and inaccurate  
31 information via US Cert. Mail # 7009 3410 0001 0346 8053 on June 21,  
32 2010. Experian received this letter on June 23<sup>rd</sup>, 2010. **See Exhibit A**
- 33 5. The Plaintiff contacted Equifax and disputed the erroneous and inaccurate  
34 information via Cert. Mail # 7009 3410 0001 0346 8091 on June 21, 2010.  
35 Equifax received this letter on June 24<sup>th</sup>, 2010. **See Exhibit A**
- 36 6. All three Credit Reporting Bureaus have indicated they are reporting the  
37 information correctly as reported by the Defendant, yet the Plaintiff's  
38 alleged account HAS NOT been marked in dispute. **See Exhibits B,C,D,E**
- 39 7. This refusal to mark the Plaintiff's alleged account in dispute is a violation  
40 of the Fair Credit Reporting Act, section 623. **Responsibilities of furnishers**  
41 **of information to consumer reporting agencies** [15U.S.C. §1681s-2a(i)]
- 42 8. The Defendant now continues to exist in the Plaintiff's credit report without  
43 marking his alleged account in dispute which is a violation of the Fair Credit  
44 Reporting Act, section 623. **Responsibilities of furnishers of information**  
45 **to consumer reporting agencies** [15U.S.C. §1681s-2(3)]:
- 46 9. The Defendant has called the Plaintiff twenty three times in the period of  
47 one month on his cellular phone which has a finite number of allowable  
48 minutes. The Defendant has not proven any permissible purpose for these  
49 calls and therefore has monetarily damaged the Plaintiff by costing him  
50 money in the terms of "minutes used" on his cellular plan which has a finite  
51 number of minutes allowed for use each month. This is a violation of the

52 Telephone Consumer Protection Act section 227. **Restrictions on the use**  
53 **of telephone equipment** [47 U.S.C. § 227]

54 10. On or about September 15, 2010, the Plaintiff, trying to resolve this  
55 dispute administratively sent a Notice of Pending Lawsuit to the Defendant  
56 in an attempt to reach a resolution. The letter was received on September  
57 20<sup>th</sup>, 2010. No reply was received from the Defendant.

58 11. On or about September 27<sup>th</sup>, 2010 the Plaintiff filed his complaint in the  
59 United States District Court for the District of Nevada. It was given case  
60 number 2:10-cv-01662-GMN-LRL. **See Court Document # 1 in regards**  
61 **to this case.**

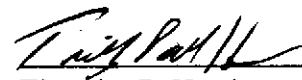
62 12. The Defendant was served the summons for this case on September 29<sup>th</sup>,  
63 2010 and the summons was filed into the official record on October 6<sup>th</sup>,  
64 2010.

65 13. The Plaintiff does not want this case to be adjudicated by a Magistrate  
66 Judge as is evidenced by the Plaintiff **not** filing form AO-85 into the record.  
67 The Plaintiff only wants this case to be heard by the District Court Judge  
68 assigned to it and will wait if it is needed for the court to be able to make  
69 this happen.

70 14. These are the only matters before this court. Anything else brought forth in  
71 this case is irrelevant, immaterial, impertinent and scandalous.

72 15. At NO TIME has this case EVER been about any alleged monies, alleged  
73 monies owed, alleged contracts or judgments. This case is about what the  
74 Defendant failed to do when an alleged account was disputed with them.

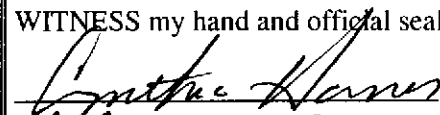
Respectfully submitted this 17<sup>th</sup> day of November, 2010

  
Timothy P. Harris  
4005 Cherokee Rose Ave.  
North Las Vegas, NV 89031  
702-371-3658  
[extremeps1@cox.net](mailto:extremeps1@cox.net)

State of NEVADA  
County of CLARK

Subscribed and sworn to (or affirmed) before me, Cynthia Horner, Notary Public,  
on this 17 day of November, 2010 by Timothy Harris.  
Proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.


WITNESS my hand and official seal.

  
My Commission Expires 11-13-13  
Notary Public



### CERTIFICATE OF SERVICE

I, the Plaintiff, Timothy Harris, does hereby certify that a copy of this Affidavit was sent to the Defendant American General Financial Services Of America, Inc. through their attorney of record David W. Dachelet, Esq., Nevada Bar No. 6615, 300 South Fourth Street, Suite 1400, Las Vegas, Nevada 89101 for the purpose of satisfying the requirement for Notice and Service and was sent via the United States Postal Service pursuant to Federal Rules of Civil Procedure 4 (c) (2) (c) (i). This will also be available to any and all PACER ECF participants and will serve as Notice and Service.

  
Timothy P. Harris  
4005 Cherokee Rose Ave.  
North Las Vegas, NV. 89031  
702-371-3658  
[extremeps1@cox.net](mailto:extremeps1@cox.net)

# **EXHIBIT A**

**EXHIBIT A**

U.S. Postal Service  
**CERTIFIED MAIL RECEIPT**  
 (Domestic Mail Only: No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

LOS ANGELES CA 90054

Postage	\$ 00.44	0094
Certified Fee	\$2.80	11
Return Receipt Fee (Endorsement Required)	\$2.30	0102
Restricted Delivery Fee (Endorsement Required)	\$0.00	LI ME
Total Postage & Fees	\$ 05.54	06/17/2010

Sent To: *American General Finance*  
 Street, Apt. No., or PO Box No.: *P.O. Box 54290*  
 City, State, ZIP+4: *Los Angeles, CA 90054-0290*  
 PS Form 3811, February 2004 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

*American General Finance*  
*P.O. Box 54290*  
*Los Angeles, CA 90054-0290*

2. Article Number

(Transfer from service label)

7009 3410 0001 0346 7841

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-15

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

*Cesar S. JUN 20 2010*

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes  
 If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Certified Mail ☐ Express Mail  
☐ Registered ☐ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

U.S. Postal Service  
**CERTIFIED MAIL RECEIPT**  
 (Domestic Mail Only: No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

ALLEN TX 75013

Postage	\$ 00.44	0094
Certified Fee	\$2.80	09
Return Receipt Fee (Endorsement Required)	\$2.30	0102
Restricted Delivery Fee (Endorsement Required)	\$0.00	JUN 21
Total Postage & Fees	\$ 05.54	06/21/2010

Sent To: *Experian - AG*  
 Street, Apt. No., or PO Box No.: *P.O. Box 2002*  
 City, State, ZIP+4: *Allen, TX 75013*  
 PS Form 3811, February 2004 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

*Experian*  
*P.O. Box 2002*  
*Allen, TX 75013*

2. Article Number

(Transfer from service label)

7009 3410 0001 0346 8053

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-15

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

*EXPERIAN PARKWAY*

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes  
 If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Certified Mail ☐ Express Mail  
☐ Registered ☐ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

U.S. Postal Service  
**CERTIFIED MAIL RECEIPT**  
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

ATLANTA, GA 30374

Postage	\$ 0.44	0094
Certified Fee	\$2.80	09 JUN 21 2010
Return Receipt Fee (Endorsement Required)	\$2.30	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 5.54	06/21/2010

Sent To  
 Street, Apt. No., or PO Box No. EquiFax - AG  
P.O. Box 740241  
 City, State, ZIP+4 Atlanta, GA 30374

PS Form 3800, August 2006 See Reverse

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

EquiFax  
P.O. Box 740241  
Atlanta, GA 30374

2. Article Number

(Transfer from service label)

7009 3410 0001 0346 8091

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

JUN 24 2010

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes  
 If YES, enter delivery address below: ☐ No

3. Service Type

☐ Certified Mail

☐ Express Mail

☐ Registered

☐ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

U.S. Postal Service  
**CERTIFIED MAIL RECEIPT**  
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

CHESTER, PA 19022

Postage	\$ 0.44	0094
Certified Fee	\$2.80	09 JUN 21 2010
Return Receipt Fee (Endorsement Required)	\$2.30	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 5.54	06/21/2010

Sent To  
 Street, Apt. No., or PO Box No. Trans Union - AG  
P.O. Box 1000  
 City, State, ZIP+4 Chester, PA 19022

PS Form 3800, August 2006 See Reverse

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Trans Union  
P.O. Box 1000  
Chester, PA 19022

2. Article Number

(Transfer from service label)

7009 3410 0001 0346 8060

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

TransUnion LLC

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

JUN 24 2010

3. Service Type

☐ Certified Mail

☐ Express Mail

☐ Registered

☐ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

# **EXHIBIT B**

# **EXHIBIT B**



Prepared for  
TIMOTHY PAUL HARRIS  
Report number  
1070-6056-87

Report date **June 30, 2010** **← Date Pulled**  
www.experian.com/disputes  
PO BOX 9701, Allen, TX 75013  
Page 4 of 18

### Accounts in good standing

These items may stay on your credit report for as long as they are open. Once an account is closed or paid off it may continue to appear on your report for up to ten years.

### Credit items

#### AMERICAN EDUCATION

##### SVCS/NCT

1200 N 7TH ST  
HARRISBURG PA 17102  
(800) 233-0577

##### Partial account number

1747379151PA0....

See history of account balances for additional information.

Date opened  
~~Jun 2007~~  
Reported since  
~~Aug 2007~~  
Date of status  
May 2010  
Last reported  
May 2010

Type  
Installment  
Terms  
24 Months  
Monthly payment  
\$223

Responsibility  
Solely responsible  
NA

Credit limit or  
original amount  
~~\$25,000~~  
High balance  
NA

Recent balance  
~~\$25,000~~ as of May 2010  
Status: Open/Never late.  
Address identification number:  
600274340

#### AMERICAN GENERAL

##### FINANCE

1928 N DECATUR BLVD  
LAS VEGAS NV 89108

No phone number available

##### Partial account number

210118201187....

See history of account balances for additional information.

Date opened  
Feb 2010  
Reported since  
Feb 2010  
Date of status  
Jun 2010  
Last reported  
Jun 2010

Type  
Installment  
Terms  
24 Months  
Monthly payment  
\$236

Responsibility  
Individual

Credit limit or  
original amount  
\$4,494  
High balance  
NA

Recent balance  
\$4,178 as of Jun 2010  
Status: Open/Never late.  
Address identification number:  
599674340  
Recent Payment  
\$236

#### BAC HOME

##### LOANS/COUNTRYWIDE

450 AMERICAN ST # SV416  
SIMI VALLEY CA 93065  
(800) 669-6607

##### Partial account number

2267....

See history of account balances for additional information.

Date opened  
~~Aug 2009~~  
Reported since  
~~Aug 2009~~  
Date of status  
Jan 2010  
Last reported  
Jan 2010

Type  
Mortgage  
Terms  
30 Years  
Monthly payment  
\$235

Responsibility  
Individual

Credit limit or  
original amount  
~~\$250,000~~  
High balance  
NA

Recent balance  
~~\$250,000~~ as of Jun 2010  
Status: Open/Never late.  
Comment: "Account information disputed by consumer (Meets requirement of the Fair Credit Reporting Act)."  
Address identification number:  
599674340

0042251074

L-677-10453-0209000





# **EXHIBIT C**

# **EXHIBIT C**

Account Name	Account Number	Date Opened	Balance	Date Reported	Past Due	Account Status	Credit Limit
Date Closed:	08/2009	Type of Loan:			VA Home Equity Mortgage (Veteran's Administration)		
Date of First Delinquency:	N/A						
Comments:							

## 81-Month Payment History

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2009				*	*	*	*					

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## Installment Accounts

Installment accounts are credit accounts in which the amount of the payment and the number of payments are predetermined or fixed, such as a car loan.

## Open Accounts

Account Name	Account Number	Date Opened	Balance	Date Reported	Past Due	Account Status	Credit Limit
AMERICAN GENERAL FIN	210118201187XXXX	02/2010	\$4,178	06/2010	\$0	PAYS AS AGREED	

### AMERICAN GENERAL FINANCE

4825 S Rainbow Blvd Ste 208  
Las Vegas, NV-891034748

Account Number:	210118201187XXXX	Current Status:	PAYS AS AGREED
Account Owner:	Individual Account	High Credit:	\$4,494
Type of Account <sup>2</sup> :	Installment	Credit Limit:	
Term Duration:	24 Months	Terms Frequency:	
Date Opened:	02/2010	Balance:	\$4,178
Date Reported:	06/2010	Amount Past Due:	\$0
Date of Last Payment:	05/2010	Actual Payment Amount:	\$236
Scheduled Payment Amount:	\$236	Date of Last Activity:	05/2010
Date Major Delinquency First Reported:		Months Reviewed:	3
Creditor Classification:		Activity Description:	N/A
Charge Off Amount:		Deferred Payment Start Date:	
Balloon Payment Amount:		Balloon Payment Date:	
Date Closed:		Type of Loan:	Secured By Household Goods/Collateral
Date of First Delinquency:	N/A		
Comments:			

*Date Pulled*

7/5/2010 6:30 P

# **EXHIBIT D**

# **EXHIBIT D**

## Satisfactory Accounts

**AES/NCT #** [REDACTED]

Balance: ~~320,000~~  
Date Updated: 07/2000  
High Balance: \$320,000  
Terms: ~~100%~~

**Pay Status:** PAID OR PAYING AS AGREED  
**Account Type:** INSTALLMENT ACCOUNT  
**Responsibility:** PRIMARY BORROWER ON ACCOUNT  
**Date Opened:** 01/19/2010

**Loan Type: STUDENT LOAN**

**Last 35 months**

										Date Opened: <del>07/2009</del>													
X	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	
jun	may	apr	mar	feb	'10	dec	nov	oct	sep	aug	jul	jun	may	apr	mar	feb	'09	dec	nov	oct	sep	aug	jun
OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK													
jun	may	apr	mar	feb	'08	dec	nov	oct	sep	aug													

**AMER HONDA/GECCCC/GEMB #8057100000000**

Balance: **\$0.00**  
Date Updated: **01/01/2025**  
High Balance: **\$0.00**  
Credit Limit: **\$0.00**

Pay Status: PAID OR PAYING AS AGREED  
Account Type: REVOLVING ACCOUNT  
Responsibility: INDIVIDUAL ACCOUNT  
Date Opened: 07/2006  
Date Closed: 07/2006  
Date Paid: 07/2006

**Loan Type:** CHARGE ACCOUNT

**Remarks:** ACCOUNT CLOSED BY CONSUMER

**Last 48 months**

														Date Paid:		03/2006													
OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	
may	apr	mar	feb	'10	dec	nov	oct	sep	aug	jul	jun	may	apr	mar	feb	'09	dec	nov	oct	sep	aug	jul	jun	may	apr	mar	feb	'08	
OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	
may	apr	mar	feb	'08	dec	nov	oct	sep	aug	jul	jun	may	apr	mar	feb	'07	dec	nov	oct	sep	aug	jul	jun	may	apr	mar	feb	'06	

**AMERICAN GEN FIN #2101182011879711**

Balance:	\$4,178
Date Verified:	06/2010
High Balance:	\$4,494
Terms:	24 UNSPECIFIED \$236

**Pay Status:** PAID OR PAYING AS AGREED  
**Account Type:** INSTALLMENT ACCOUNT  
**Responsibility:** INDIVIDUAL ACCOUNT  
**Date Opened:** 02/2010

**Loan Type:** SECURED BY HSHLD GDS &&COLLAT

**Last 4 months**

X	OK	OK	OK
may	apr	mar	feb

**BAC HOME LOANS SERV LP # [REDACTED]**

Balance: [REDACTED]  
Date Updated: [REDACTED]  
High Balance: [REDACTED]  
Terms: [REDACTED]

Pay Status: PAID OR PAYING AS AGREED  
Account Type: MORTGAGE ACCOUNT  
Responsibility: INDIVIDUAL ACCOUNT  
Date Opened: [REDACTED]

**Loan Type:** VA REAL ESTATE MORTGAGE

Remarks: ACCT INFO DISPUTED BY CONSUMR

**Last 3 months**

OK	X	OK
dec	nov	oct

CAPITAL ONE BANK USA NA #5178672620461035

Balance: \$0  
Date Updated: 07/20/08  
High Balance: \$775  
Credit Limit: \$750

Pay Status: PAID OR PAYING AS AGREED  
Account Type: REVOLVING ACCOUNT  
Responsibility: INDIVIDUAL ACCOUNT  
Date Opened: 07/2006  
Date Closed: 07/2006  
Date Paid: 07/2006

**Loan Type:** CREDIT CARD

Remarks: DISP RESLVD RPRTD BY GRANTOR



**Last 29 months**

Date Paid:												05/2006											
OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK		
jun	may	apr	mar	feb	'08	dec	nov	oct	sep	aug	jul	jun	may	apr	mar	feb	'07	dec	nov	oct	sep	aug	jul
OK	OK	OK	OK	OK																			
jun	may	apr	mar	feb																			



**To dispute online go to: <http://transunion.com/disputeonline>**



# **EXHIBIT E**



# **EXHIBIT E**



Closed:  



DEROGATORY SUMMARY:

Inquiries:  

Public Records:  

Collections Accounts:  

Current Delinquencies:  

Prior Delinquencies:  

*Self-Pulled Report  
Thru Privacy Guard*

### Account History

Below is information on any accounts you may have opened in the past. Positive information regarding your accounts remains on your report indefinitely. Generally, a consumer reporting agency will not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.

#### AMERICAN GENERAL FINAN

	Experian	Equifax	TransUnion
Account Name:	AMERICAN GENERAL FINAN	AMGNL	
Account Number:	210178801187XXXX	210178801187XXXX	
Account Type:	Installment	Installment	
Account Status:	Open	Open	
Monthly Payment:	\$236	\$236	
Date Opened:	02/2010	02/2010	
Balance:	\$4,068	\$4,068	
Terms:	24		
High Balance:	\$4,494	\$4,494	
Limit:	-	-	
Past Due:	-	-	
Payment Status:	Current	Current	
Comments:			

#### 24-Month Payment History

Date:	Aug 08	Sep 08	Oct 08	Nov 08	Dec 08	Jan 09	Feb 09	Mar 09	Apr 09	May 09	Jun 09	Jul 09	Aug 09	Sep 09	Oct 09	Nov 09	Dec 09	Jan 10	Feb 10	Mar 10	Apr 10	May 10	Jun 10	Jul 10	
Experian:																				OK	OK	OK	OK	OK	OK
Equifax:																				OK	OK	OK	OK	OK	OK
TransUnion:																									

	Experian	Equifax	TransUnion
Account Name:		<del>XXXXXXXXXX</del>	
Account Number:		<del>XXXXXXXXXX</del>	
Account Type:		Installment	
Account Status:		Open	
Monthly Payment:		<del>XXXX</del>	
Date Opened:		<del>XXXXXX</del>	
Balance:		<del>XXXXXX</del>	
Terms:			

*Date Pulled*

